

of the realty in part, and reserving it in part, directed that the sale of the real estate thereby decreed to be made, should be subject to the rights of Rebecca Gibson, the widow of the deceased. The Court of Appeals, in their opinion said, "The decree of the Chancellor makes no reservation of the rights of the widow under the will of Jacob Gibson, but declares that the purchasers from the trustee, shall hold the property sold to them, free, clear and discharged from all claims of the parties to the cause, of whom Rebecca Gibson, the widow, is one. To conform to the act of assembly, the decree should have ordered the sales to be made by the trustee, subject to the devises made to Rebecca Gibson, by the last will and testament of the deceased. There is no intimation in the bill, or proof in the cause, that the provision made for the wife by the will, is fraudulent, in being greater than the value of her common law rights, and therefore unjust and injurious to creditors. She is therefore entitled to the benefit of all the bequests and devises made to her by the will, as a purchaser for a fair consideration."

The cause being remanded to this court, with power to pass such further decrees or orders as might be necessary to carry the decree of the appellate court into effect, and the cause being reinstated here, the trustee, on the 2d of April, 1839, reported his sales amounting to \$15,639 36, which were finally ratified and confirmed on the 5th of June following.

It appeared by the opinion of the Court of Appeals in the case referred to, that injustice had been done to certain of the defendants therein named, to wit, Edward Lloyd, Harriet Bennet, and the heirs of John Wilson Blake, and it became necessary, when the cause came back, that accounts should be taken to ascertain how much the several parties interested, as devisees, or purchasers from the devisees of the testator, should contribute to the payment of his debts, according to the views expressed by the Court of Appeals. The president, directors, and company of the Farmers' Bank, were creditors of the testator to the amount of \$13,720, secured by a mortgage on his estate called "Marengo," bearing date the 25th of May, 1813.